

MEMORANDUM

Department of Budget and Finance

To: Bob Rawls, Interim Town Administrator

From: Herb Hyman, CPPB, Procurement Manager

Through: Carol Menke, Deputy Budget and Finance Director

Date: April 6, 1999

Subject: Fireworks Display

The attached resolution is to provide a fireworks display to celebrate Independence Day.

The original contract was for a one year period with an option to extend for two additional one year periods by mutual consent of the parties. This resolution concerns the second one year extension as the Town and the vendor wish to exercise the contractual option.

The Special Projects Department highly recommends that the Town not go back out to rebid the fireworks and execute the contractual option of renewal with Zambelli Fireworks due to the excellent fireworks displays they have put together the past two years. Our residents have praised their professionalism.

Please contact me if you have any questions.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, EXTENDING THE
BID FOR A FIREWORKS DISPLAY.

WHEREAS, the Town has previously awarded a bid for a fireworks display to
celebrate Independence Day by Resolution R-98-134; and

WHEREAS, the Town and the contractor wish to exercise the option to renew the
bid for an additional year; and

WHEREAS, after review, the Town Council wishes to extend the bid with Zambelli
Internationale through July 4, 2000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF
DAVIE, FLORIDA:

SECTION 1. An extension through July 4, 2000 of the bid with Zambelli
Internationale to provide a fireworks display to celebrate Independence Day is hereby
accepted by the Town Council.

SECTION 2. This resolution shall take effect immediately upon its passage and
adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999

MAYOR/COUNCILMEMBER

Attest:


TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999

MEMORANDUM

ADMINISTRATION

TO: Bid Specification Committee

FROM: Bonnie Stafiej , Special Projects Coordinator 

DATE: April 1, 1999

SUBJECT: July 4th Fireworks for Independence Day

The Town of Davie had requested bids for fireworks for the Annual Independence Day Celebration in 1997. The contract was awarded to Zambelli International. The contract has an option of renewal based on the mutual agreement of both parties. The Town of Davie and Zambelli International wishes to exercise this clause and extend the agreement to include the July 4th, 1999 Fireworks Show. The cost of the show is \$10,000.00.

My decision to award the bid to Zambelli is based on the excellent past performance of Zambelli International. Please find attached their letter of commitment.

To keep the quality of the show high and meet the expectations of the residents, I would like to request that we increase the show size from \$10,000.00 to \$15,000.00.

If you have any questions, please contact Bonnie Stafiej, at 797-1163.



March 25, 1999

Ms. Bonnie Stafiej
Special Projects Coordinator
Town of Davie
6591 Orange Drive
Davie, FL 33314-3399

Dear Ms. Stafiej:

This is to confirm that Zambelli Internationale Fireworks agrees to extend our contract with the City of Davie for the July 4, 1999 fireworks program.

Should you have any questions, please do not hesitate to contact me at 1-800-860-0955.

Thank you.

Sincerely,

ZAMBELLI FIREWORKS MFG. CO., INC.

Danabeth Zambelli
Danabeth Zambelli

DZ/rg



JOHN C. BROWN JR.
 11400 N. 44TH ST.
 SUITE 100
 NEW CLARENDON, IA
 52601
 515-245-1340
 724-6586
 1214 E. 50th Street

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www.pearsoned.com 800.818.7243 0-201-83022-5

ZAMBELLI FIREWORKS MANUFACTURING CORPORATION

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 13th day of April

A.D. 1999 by and between Zambelli Fireworks Manufacturing Corporation, of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

- AND -

Town of Davis, Davis, Florida

(hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter stipulated, Zambelli and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions, and payments of this contract:

Zambelli agrees:

- To set, furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Zambelli for the Fireworks as follows:

Display Date(s) July 4, 1999

Postponement Date(s)

Contract Amount \$10,000.00

50% due upon signing the Contract and balance due at Noon on last display date; all payments shall be made by Draft or Certified check payable to Zambelli Fireworks Manufacturing Corporation, unless otherwise authorized in writing. NO CASH shall be paid in any agent or employee of Zambelli without express written authority.

- ZAMBELLI further agrees to furnish, sufficient trained personnel to permit a display.

CLIENT further agrees:

- To procure and furnish a suitable place to display the fireworks in, to furnish the necessary police and fire protection, to secure all Police, Local and State Permits, ~~and to furnish the necessary insurance~~ to cover the fireworks, to furnish a dry, safe and convenient place to store the fireworks, whose agent may be required to display by the Client, to furnish such labor, and steel drums and other supplies as may be necessary for the set up of the display, to furnish the services of two persons to assist in the erection and dismantling of the display by the trained personnel, to pay local hauling charges from drop off site to display.
- Prior to, during, and immediately following the display, Client shall be solely responsible to keep all persons (except employees of Zambelli) out of the designated danger area and behind safety zone lines and limits.
- Following the display Client shall be solely responsible for all clean up and packing of the display area including, but not limited to, the removal of all unexploded fireworks, removal of barrels, wire and lumber, and the refilling of holes.

The PARTIES mutually agree:

- It is agreed and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with adequate weather forecasts, such extension of fireworks will be carried out in the best possible manner without any deductions whatever from the before agreed compensation. Should inclement weather prevent firing of a full display on the aforementioned Display Date, then it will be understood the program is postponed and will be held on the aforementioned Postponement Date, and there will be an additional charge to cover the costs of postponement of n/a. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be an additional charge to cover the costs of cancellation of \$5,000.00.
- Zambelli reserves the exclusive right to make minor modifications and adjustments provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or display performance.
- If the location of the firing site, operations location, parking areas or structure is deemed unsuitable or unsafe, in the discretion of Zambelli or its agents or personnel, Zambelli may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Zambelli may cancel the display without further liability to the Client for such cancellation.
- This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of Pennsylvania. The parties agree and consent to the jurisdiction of Pennsylvania in all matters concerning the language and payments to be made under this Contract.
- If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, Zambelli may refuse to make further delivery and may terminate this contract without prejudice to the rights of Zambelli. If the Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require the balance at the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the purchase price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
- If Client fails to pay the monies due under this contract, Zambelli is entitled to recover the balance due plus interest of 10% per month on amounts paid due 60 days or more. Further, on balance outstanding at 120 days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney fees of 10% of the amount paid due, plus court costs.
- This contract shall not be construed to create a partnership between the parties or persons mentioned herein.
- In the event of fire, explosion, damage, injury, death, act of God or other causes beyond the control of Zambelli, which prevent the delivery of said materials, the parties hereby release each other from any and all performance of the fireworks herein contained and from damages resulting from the breach thereof.

IN WITNESS WHEREOF, we all have signed and made in the presence in duplicate the day and years first above written.

ATTEST:

For Zambelli Fireworks Manufacturing Corporation

APPROVED BY [Signature] 4/13/99

For Client,

BY _____

DATE _____

BY _____

DATE _____

(Seal)

(Seal)

Please sign return when delivered to Client and retain all copies for final acceptance to:

Zambelli Fireworks Manufacturing Corporation
PO Box 1483
New Castle, PA 16132
412-797-8011 FAX 412-758-8378
ZAMBELLI COPY